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17 **UNITED STATES DISTRICT COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**
19 **SAN FRANCISCO DIVISION**

20 AMERICAN FEDERATION OF
21 GOVERNMENT EMPLOYEES, AFL-CIO, et
al.,

22 Plaintiffs,

23 v.

24 DONALD J. TRUMP, in his official capacity as
25 President of the United States, et al.,

26 Defendants.

Case No.: 3:25-cv-03070-JD

DECLARATION OF ANNA GREEN

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I, Anna Green, declare as follows:

1. I am over 18 years of age and competent to give this declaration. This declaration is based on my personal knowledge, information, and belief.

2. I work in Finance and Accounting for the Army Air Force Exchange Service (“AAFES”) within the Department of Defense. I have worked for AAFES for 18 years. I work in the Finance and Accounting department.

3. I am the President of American Federation of Government Employees (“AFGE”) Council 235. I am also a member and President of AFGE Local 4042 (“Local 4042”).

4. AAFES provides high quality merchandise, goods, and services to U.S. military communities worldwide, including providing retail stores and restaurants on military bases in order to provide servicemen and women a “taste of home.” Council 235 is the exclusive bargaining representative of AAFES employees. There are approximately 800 dues-paying members in Council 235.

5. Of those workers, Local 4042 represents approximately 370 dues-paying AAFES workers in Texas. Local 4042 workers work at the AAFES headquarters in Dallas, the NAS Carswell Joint Reserve Base, and the AAFES distribution center in Waco. The bargaining unit employees at the Dallas office work in the following departments: Audit, Human Resources (some employee), Logistics, Procurement, Exchange Credit Program, Finance and Accounting, Real Estate, Corporate Communications, IT Department, Merchandising, Service and Foods. The unit employees at the NAS Carswell Joint Reserve Base work in the base’s retail stores and gas stations; the unit workers at the Waco warehouse provide warehouse operations, including driving 18-wheel trucks.

6. Outside of the Local 4042 workers, the other workers represented by Council 235 primarily include retail and service workers for the stores and shops AAFES provides on other military bases.

7. All of the workers within the Council 235 bargaining unit are covered by the March 27, 2025 Executive Order titled “Exclusions from Federal Labor Management Relations Programs” (“Executive Order”). I have never understood any of these office, retail, and warehouse workers to hold jobs that implicate national security, and I was very surprised to learn that the Executive Order considered collective bargaining for these workers to be a national security threat.

8. Council 235’s mission is to advocate for and promote the interests of all AAFES bargaining unit members in their federal employment. Local 4042’s mission is to support AAFES bargaining unit members in the Texas locations. As the exclusive bargaining representative of these workers, Council 235 provides many services to all bargaining unit members, including engaging in collective bargaining with AAFES to obtain a fair and reasonable collective bargaining agreement (“CBA”) and pursuing grievances and arbitrations that affect all bargaining unit members. Local 4042 handles filing and negotiating grievances and arbitrations on behalf of workers at the three Texas bases to enforce the terms and conditions of the CBA, and provides other support, guidance, and resources to those employees, including training.

9. The Executive Order will have an immediate adverse effect on Council 235’s and Local 4042’s abilities to provide these services to unit members.

10. If Council 235 is no longer the exclusive bargaining representative of the unit, the CBA cannot be enforced against AAFES. The CBA provides important rights and protections to AAFES workers. For instance, the CBA

- a. Sets terms and conditions for working hours, overtime, sick leave, holidays, and paid time off for workers in the unit.
- b. Establishes protections for workers regarding reduction-in-force (“RIF”) actions and procedures.
- c. Imposes procedures for and limitations on disciplinary and adverse actions against workers.

- d. Provides for an Employee Assistance Program for individuals who have problems associated with alcohol, drug, marital, family, legal, financial, stress, attendance, and other personal concerns.
- e. Establishes grievance and arbitration procedures for employees and unions to resolve disputes with the agency over employment matters.
- f. Provides for reasonable and necessary official time, as well as office space, which allows bargaining unit employees to perform union representation activities during time the employee otherwise would be in a duty status, without loss of pay or charge to annual leave.

Without Council 235 and Local 4042 to represent them and enforce the CBA, AEFES workers will not have the benefit of those rights and protections going forward. I understand that AAFES is also likely to rescind the CBA under the Executive Order.

11. As a result of the Executive Order, pending grievances and arbitrations to vindicate workers' rights, including under the CBA, will be left unresolved.

12. Council 235's and Local 4042's staff and activities are funded through members' voluntary dues, most of which are paid through payroll deduction from their pay. If AFGE can no longer receive dues under the Executive Order, that will cripple Council 235's and Local 4042's ability to fulfill their missions and provide the services and protection to federal employees that are listed above.

13. Official time is very important to enable bargaining unit workers with union roles to perform representative activities on behalf of their coworkers while on official time. Representational activities performed during official time can include working with management to efficiently resolve disputes over workplace problems, negotiating contracts, representing coworkers in grievances and disciplinary actions, ensuring safe working conditions and procedures, enforcing protections from unlawful discrimination and retaliation, and providing workers with a voice in determining working conditions. Removing union representatives from

1 official time will hinder the union's ability to perform its fundamental functions of representing
2 members in their daily workplace lives.

3 14. The agency provides the union office space pursuant to the CBA. The Council
4 has an office at AEFES headquarters in Dallas, and Local 4042 has offices at our Dallas
5 headquarters and Waco distribution center. It is important to have this space where we meet
6 with members and keep our files and supplies. Losing this office space due to the Executive
7 Order would be a hardship for the union and make it difficult for the union to operate. Spending
8 our limited funds on renting office space would significantly decrease the funds that we could
9 spend representing membership.

10 15. After the Executive Order, I feel like federal union workers have a target on our
11 backs. We know that if the CBA is unenforceable, management can retaliate against workers
12 largely without penalties—there is no exclusive representative to hold them accountable.
13 Bargaining unit members are fearful of coming forward or saying anything against management
14 or against the President or his administration. I worry what other consequences the federal
15 government might impose on union workers who speak out and it impacts what I choose to say.

16 I declare under penalty of perjury under the laws of the United States that the foregoing is
17 true and correct. Executed April 1, 2025, in Dallas, Texas.

18 DocuSigned by:
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21 Anna Green
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